NON-DISCLOSURE AGREEMENT

Franchise Universe:

"The Truth Behind the Darkness" — Complete Franchise Universe

Owner / Disclosing Party: Asher Scott

PREAMBLE

This Non-Disclosure Agreement ("**Agreement**") is entered into as of ("**Effective Date**"), by and between:

DISCLOSING PARTY:

Asher Scott, acting as a private individual (hereinafter referred to as the "Disclosing Party")
Address:

AND

RECEIVING PARTY:

Name:
Title:
Address:

Each individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Disclosing Party, Asher Scott, possesses certain confidential and proprietary information relating to the creative project known as "The Truth Behind the Darkness" and its entire franchise universe (collectively, the "**Project**"), encompassing the original book, all current and future branching projects, spin-offs, sequels, prequels, companion works, adaptations, and derivative works stemming from, related to, or set within the universe of "The Truth Behind the Darkness," including but not limited to the following titled works: *Darkness*

Falls, *Monochrome*, *Hella's Warriors*, *The Guardians of Time and Space*, *The Evil Queen's Regime*, and all other works, titles, and projects stemming from, related to, or set within the universe of "The Truth Behind the Darkness," whether currently in existence or developed in the future; and further encompassing all creative assets associated therewith, including but not limited to manuscripts, drafts, outlines, notes, storylines, characters, world-building elements, lore bibles, scripts, dialogue, storyboards, narrative materials, illustrations, concept art, sketches, digital art, cover art, visual artwork, character designs, character sheets, costume designs, model references, photographs, images, graphics, maps, visual designs, music, compositions, scores, sound effects, audio recordings, soundtracks, marketing materials, promotional content, branding assets, logos, franchise development plans, adaptation materials, multimedia assets, derivative works, supplementary materials, and all other creative assets in any medium or format created for, related to, or derived from the Project and its associated franchise universe; and

WHEREAS, the Disclosing Party wishes to disclose certain of such Confidential Information to the Receiving Party for the purpose of (the "**Purpose**"); and

WHEREAS, the Receiving Party agrees to receive and hold such Confidential Information—relating to the Project and its entire franchise universe, including all branching projects, spin-offs, sequels, prequels, companion works, and derivative works—in strict confidence, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "**Confidential Information**" means any and all information, whether disclosed in written, oral, electronic, visual, auditory, or other form, that is disclosed by the Disclosing Party to the Receiving Party in connection with the Project and its associated franchise universe, including "The Truth Behind the Darkness" and all branching projects, spin-offs, sequels, prequels, companion works, adaptations, and derivative works—including but not limited to *Darkness Falls*, *Monochrome*, *Hella's Warriors*, *The Guardians of Time and Space*, *The Evil Queen's Regime*, and all other works, titles, and projects stemming from, related to, or set within the

universe of “The Truth Behind the Darkness,” whether currently in existence or developed in the future—including but not limited to:

1. Manuscripts, drafts, outlines, notes, plot details, storylines, narrative arcs, and scripts across all projects within the franchise universe;
2. Character designs, character sheets, character biographies, costume designs, model references, and dialogue across the franchise;
3. Illustrations, concept art, sketches, digital art, cover art, and all other visual artwork for the Project and its associated franchise universe;
4. Music compositions, scores, sound designs, sound effects, audio recordings, and soundtracks;
5. Photographs, images, graphics, maps, visual designs, storyboards, and concept artwork;
6. World-building documents, lore bibles, universe guides, mythology, timelines, continuity materials, and all lore materials that connect or relate projects within the franchise;
7. Franchise development plans, sequel plans, prequel plans, spin-off plans, expansion strategies, adaptation materials, and multimedia assets across the entire franchise universe;
8. Marketing materials, promotional content, branding assets, logos, and release schedules for the Project and its associated franchise universe;
9. Business plans, financial information, budgets, projections, production schedules, timelines, and milestone documents;
10. Casting information and talent-related details;
11. Technology, software, tools, and technical processes;
12. Trade secrets and any other proprietary information;
13. Any and all derivative works, supplementary materials, creative assets, or other materials in any medium or format that are created for, related to, or derived from the Project and its associated franchise universe.

1.2 Franchise Scope. For the avoidance of doubt, the Confidential Information expressly includes all materials, content, creative works, intellectual property, and assets associated with any and all projects within "The Truth Behind the Darkness" franchise universe, including but not limited to the following titled works: *Darkness Falls*, *Monochrome*, *Hella's Warriors*, *The Guardians of Time and Space*, *The Evil Queen's Regime*, and all other works, titles, and projects stemming from, related to, or set within the franchise universe, whether currently in existence or developed in the future. This includes, without limitation:

14. All versions, drafts, revisions, and iterations of each project within the franchise;
15. All adaptations across any medium, including books, film, television, animation, video games, audio, digital media, merchandise, and any other format;
16. All world-building, lore, mythology, timelines, and continuity materials that connect or relate the projects within the franchise universe;
17. All character designs, storylines, plot developments, and narrative arcs across the franchise;
18. All future projects, expansions, or spin-offs conceived or developed under the franchise umbrella; and
19. All supplementary materials such as companion guides, encyclopedias, art books, and reference materials.

1.3 Confidential Information includes any information that is marked or designated as "Confidential," "Proprietary," or with a similar designation, as well as any information that, by its nature or the circumstances of its disclosure, would reasonably be understood to be confidential. For the avoidance of doubt, all creative, visual, audio, literary, and multimedia materials associated with the Project and its associated franchise universe—including all branching projects, spin-offs, sequels, prequels, companion works, and derivative works—are considered Confidential Information regardless of whether they are individually marked as such.

1.4 Exclusions. Confidential Information shall not include information that the Receiving Party can demonstrate:

20. Is or becomes publicly available through no fault, act, or omission of the Receiving Party;

21. Was already known to the Receiving Party prior to disclosure, as evidenced by written records predating such disclosure;
22. Is independently developed by the Receiving Party without use of or reference to the Confidential Information; or
23. Is lawfully disclosed to the Receiving Party by a third party who is not subject to any obligation of confidentiality with respect to such information.

ARTICLE 2: OBLIGATIONS OF THE RECEIVING PARTY

2.1 The Receiving Party shall not disclose, publish, disseminate, or otherwise make available any confidential Information relating to the Project and its associated franchise universe to any third party without the prior written consent of the Disclosing Party.

2.2 The Receiving Party shall use the confidential information solely for the purpose stated in this Agreement and for no other purpose whatsoever. This restriction applies to Confidential Information relating to all projects within "The Truth Behind the Darkness" franchise universe.

2.3 The Receiving Party shall protect the confidential information—including all information relating to the Project and its associated franchise universe—using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

2.4 The Receiving Party shall limit access to the Confidential Information to those of its employees, agents, contractors, or advisors who (a) have a demonstrable need to know such information for the Purpose, and (b) are bound by written confidentiality obligations no less restrictive than those contained in this Agreement.

2.5 The Receiving Party shall not copy, reproduce, reverse engineer, decompile, or distribute any confidential information—including all artwork, audio, literary materials, multimedia assets, and derivative works across the Project and its associated franchise universe—except as strictly necessary to fulfill the Purpose.

2.6 The Receiving Party shall promptly notify the Disclosing Party in writing upon discovery of any unauthorized use or disclosure of confidential Information relating to the Project and its

associated franchise universe and shall cooperate fully with the Disclosing Party to mitigate any damage resulting therefrom.

ARTICLE 3: POST-RELEASE DISCUSSION & AUTHORIZED PRE-RELEASE DISCLOSURE

Post-Release Discussion Rights

3.1 Upon the official public release of any content within the Project and its associated franchise universe—including any book, project, adaptation, spin-off, sequel, prequel, companion work, or derivative work—the Receiving Party may freely discuss, reference, or comment on *only* the specific content that has been officially released and made publicly available by Asher Scott. For the purposes of this Article, "official public release" means the content has been published, distributed, or otherwise made available to the general public by or with the express authorization of Asher Scott or his authorized representative.

3.2 Notwithstanding the foregoing, all unreleased content, behind-the-scenes information, unpublished materials, future plans, development details, internal communications, and any information not included in the official public release shall remain fully protected under this Agreement as Confidential Information, regardless of whether related content within the franchise universe has been publicly released. The Receiving Party's right to discuss officially released content does not diminish, modify, or otherwise affect the confidentiality obligations governing all unreleased or non-public information.

3.3 The Receiving Party shall not use knowledge of unreleased or Confidential Information to speculate publicly, hint at, tease, foreshadow, or otherwise imply the existence, nature, or substance of unreleased content, future developments, or unpublished materials—whether directly or indirectly—even after a partial release of related content within the franchise universe has occurred. Any public statement, communication, or commentary by the Receiving Party that draws upon, references, or is informed by confidential information regarding unreleased content shall constitute a breach of this Agreement.

Authorized Pre-Release Disclosure

3.4 Prior to the official public release of any content within the Project and its associated franchise universe, the Receiving Party shall not discuss, disclose, reference, or in any manner communicate any Confidential Information to any third party unless the Receiving Party has received explicit prior written authorization from Asher Scott or his authorized representative permitting such disclosure.

3.5 Asher Scott may, at his sole and absolute discretion, grant the Receiving Party limited permission to disclose or discuss a specific and defined amount of confidential information prior to the official public release of such content. Any such authorization must satisfy all of the following requirements:

24. The authorization must be in writing and signed by Asher Scott or his authorized representative;
25. The authorization must be specific as to the exact content that may be disclosed by the Receiving Party;
26. The authorization must be specific as to the scope, audience, platform, and duration of the permitted disclosure; and
27. The authorization must be specific as to any conditions, restrictions, or limitations on how the authorized content may be presented, discussed, or distributed.

3.6 Any pre-release disclosure authorization granted pursuant to Section 3.5 shall not extend beyond the exact scope defined in the written permission. All confidential information not expressly and specifically identified in the written authorization shall remain fully protected under this Agreement. The Receiving Party shall not construe any pre-release disclosure authorization as a general license, waiver, or relaxation of the confidentiality obligations set forth herein.

3.7 Asher Scott reserves the right to revoke any pre-release disclosure authorization at any time by providing written notice to the Receiving Party. Upon receipt of such revocation notice, the Receiving Party shall immediately cease any and all further disclosure of the previously authorized content. Any content already disclosed prior to the effective date of revocation shall not constitute a breach of this Agreement, provided such disclosure was made in compliance

with the original authorization; however, the Receiving Party shall take all commercially reasonable steps to limit further dissemination of such content following revocation.

Remedies for Violation

3.8 Any violation of the provisions set forth in this Article—including, without limitation, unauthorized pre-release disclosure, discussion of unreleased content following a partial release, public speculation informed by Confidential Information, or exceeding the scope of any pre-release disclosure authorization—shall constitute a material breach of this Agreement. Such violation shall be subject to the tiered liquidated damages provision set forth in Article 8, Section 8.4, as follows: (i) for the first breach or offense, a fine of Five Hundred Dollars ($500.00) payable to Asher Scott; and (ii) for each subsequent breach or offense, a fine of Ten Thousand Dollars ($10,000.00) per occurrence payable to Asher Scott. This tiered penalty structure reflects the escalating harm caused by repeated unauthorized disclosures. These remedies are in addition to all other remedies available to the Disclosing Party under this Agreement, including injunctive relief, specific performance, equitable remedies, and any other damages recoverable at law or in equity.

ARTICLE 4: TERM AND DURATION

4.1 This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of thirty (30) years from the Effective Date, expiring on March 27, 2056, unless earlier terminated by either Party upon thirty (30) days' prior written notice to the other Party.

4.2 The confidentiality obligations set forth in this Agreement—with respect to the Project and its entire associated franchise universe—shall survive the expiration or termination of this Agreement and remain in effect in perpetuity, or for the maximum period permitted by applicable law.

4.3 Notwithstanding the foregoing, with respect to any confidential Information that constitutes a trade secret under applicable law, the obligations of confidentiality shall continue for so long as such information remains a trade secret.

ARTICLE 5: EARLY TERMINATION

Right to Terminate

5.1 Either Party may terminate this Agreement prior to its expiration date by providing written notice to the other Party at least thirty (30) days in advance of the desired termination date. Such notice shall be delivered in accordance with any notice provisions set forth in this Agreement or, in the absence of such provisions, by any method reasonably calculated to provide actual notice to the other Party.

5.2 Notwithstanding Section 5.1, Asher Scott reserves the right to terminate this Agreement immediately and without prior notice if the Receiving Party breaches any provision of this Agreement. Such immediate termination shall be effective upon delivery of written notice of termination to the Receiving Party, or upon such earlier date as Asher Scott may specify in such notice.

Mandatory Return of All Confidential Information

5.3 Upon early termination of this Agreement, regardless of the reason for such termination, the Receiving Party shall immediately return to Asher Scott all Confidential Information in the Receiving Party's possession, custody, or control, including but not limited to: all physical documents, digital files, copies, reproductions, notes, summaries, extracts, and any derivative materials in any format or medium relating to the Project and its associated franchise universe.

5.4 Any confidential information that cannot be returned—including, without limitation, digital files stored on backup systems, cloud storage, or other archival media—must be permanently destroyed by the receiving party using commercially reasonable methods of destruction. The Receiving Party shall provide written certification, signed by an authorized representative of the Receiving Party, confirming that all such confidential information has been permanently destroyed. Such written certification must be delivered to Asher Scott within fourteen (14) calendar days of the effective date of termination.

5.5 The Receiving Party shall not retain any copies, excerpts, records, notes, memoranda, analyses, compilations, or reproductions of the confidential information in any form, format, or medium whatsoever after the effective date of termination. For the avoidance of doubt, this prohibition extends to all physical and digital formats, including but not limited to printed documents, electronic files, emails, photographs, screenshots, recordings, and any other tangible or intangible embodiment of the confidential information.

Surviving Confidentiality Obligations

5.6 Early termination of this Agreement shall not release the Receiving Party from any confidentiality obligations arising under this Agreement. All confidentiality obligations, non-disclosure requirements, and restrictions on use of Confidential Information set forth in this Agreement—including, without limitation, those contained in Articles 1, 2, 3, and 9—shall survive the early termination of this Agreement and shall remain in full force and effect in perpetuity, or for the maximum period permitted by applicable law.

5.7 Following early termination, the Receiving Party remains permanently prohibited from discussing, disclosing, referencing, publishing, disseminating, or otherwise sharing any confidential information obtained during the term of this Agreement with any third party or the general public, regardless of the reason for termination. This prohibition applies to all confidential information relating to the Project and its entire associated franchise universe, including all branching projects, spin-offs, sequels, prequels, companion works, adaptations, and derivative works.

5.8 All remedies available to the Disclosing Party under this Agreement—including, without limitation, the tiered liquidated damages provisions set forth in Article 8, Section 8.4 (Five Hundred Dollars ($500.00) for the first breach or offense and Ten Thousand Dollars ($10,000.00) for each subsequent breach or offense), injunctive relief, specific performance, and all other equitable and legal remedies—shall remain fully enforceable after early termination of this Agreement.

No Termination Fine

5.9 For the avoidance of doubt, early termination of this Agreement by either Party, in and of itself, shall not result in a financial penalty, fine, or liquidated damages obligation. Neither Party shall be liable to the other solely by reason of exercising its right to terminate this Agreement in accordance with the provisions of this Article. However, any unauthorized disclosure, use, or misappropriation of Confidential Information—whether occurring before, during, or after the effective date of termination—shall be subject to the full remedies and liquidated damages outlined in this Agreement, including but not limited to the tiered liquidated damages provisions set forth in Article 8, Section 8.4, and all other remedies available at law or in equity.

ARTICLE 6: RETURN OR DESTRUCTION OF MATERIALS

6.1 Upon the expiration or termination of this Agreement, or upon the written request of the Disclosing Party at any time, the Receiving Party shall promptly:

28. Return to the Disclosing Party all originals and copies of any documents, materials, and media containing Confidential Information, including all artwork, audio files, manuscripts, multimedia assets, and derivative works in any medium or format relating to the Project and its associated franchise universe; or
29. Destroy all such documents, materials, and media, including any notes, analyses, summaries, memoranda, or other derivative materials prepared by the Receiving Party that contain or reflect Confidential Information relating to the Project and its associated franchise universe.

6.2 Upon request by the Disclosing Party, the Receiving Party shall provide a written certification, signed by an authorized representative, confirming that all Confidential Information—including all materials relating to any and all projects within "The Truth Behind the Darkness" franchise universe—has been returned or destroyed in accordance with this Article.

6.3 Notwithstanding the foregoing, the Receiving Party may retain one (1) archival copy of the confidential information solely for legal compliance purposes, provided such copy remains subject to the confidentiality obligations of this Agreement.

ARTICLE 7: NO LICENSE OR RIGHTS GRANTED

7.1 Nothing in this Agreement shall be construed as granting to the Receiving Party any license, ownership interest, or intellectual property rights in or to any Confidential Information—including all artwork, illustrations, music, audio, literary works, multimedia assets, and derivative works across the Project and its associated franchise universe—whether by implication, estoppel, or otherwise.

7.2 All confidential information shall remain the sole and exclusive property of Asher Scott. The Receiving Party acknowledges that the Disclosing Party retains all rights, title, and interest

in and to the Confidential Information, the Project and its associated franchise universe, and all associated creative works, media, and assets—including all branching projects, spin-offs, sequels, prequels, companion works, adaptations, and derivative works—including all intellectual property rights therein.

7.3 No disclosure of confidential information hereunder shall constitute a public disclosure or otherwise affect the Disclosing Party's rights to obtain patent, copyright, trademark, or other intellectual property protection for such information across the Project and its associated franchise universe.

ARTICLE 8: NO OBLIGATION TO DISCLOSE

8.1 Nothing in this Agreement shall obligate the Disclosing Party to disclose any particular confidential information relating to the Project and its associated franchise universe to the Receiving Party. Asher Scott reserves the right, in his sole and absolute discretion, to determine what information, if any, shall be disclosed.

8.2 The Disclosing Party may cease disclosure of confidential information at any time, without notice and without liability to the receiving party.

ARTICLE 9: REMEDIES

9.1 The Receiving Party acknowledges and agrees that the Confidential Information is unique and valuable, and that any unauthorized disclosure or use of the Confidential Information—including any artwork, music, literary materials, multimedia assets, or derivative works relating to the Project and its associated franchise universe—may cause irreparable harm and significant injury to the Disclosing Party that would be difficult to ascertain and that may not be adequately compensated by monetary damages alone.

9.2 Accordingly, the Receiving Party agrees that the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies from any court of competent jurisdiction, without the necessity of proving actual damages or posting any bond or other security, in addition to all other remedies available at law or in equity.

9.3 The rights and remedies of the Disclosing Party set forth in this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies available under law or in equity.

9.4 Liquidated Damages — Tiered Penalty Structure. The Receiving Party agrees that any unauthorized disclosure of Confidential Information relating to the Project and its associated franchise universe—including any violation of Article 3 (Post-Release Discussion & Authorized Pre-Release Disclosure)—shall result in the following tiered liquidated damages, payable to Asher Scott:

30. **First Breach / Offense:** Five Hundred Dollars ($500.00) in liquidated damages payable to Asher Scott.
31. **Each Subsequent Breach / Offense:** Ten Thousand Dollars ($10,000.00) in liquidated damages per occurrence payable to Asher Scott.

The Parties acknowledge and agree that this tiered penalty structure reflects the escalating harm caused by repeated unauthorized disclosures of confidential information. An initial breach, while serious, may be limited in scope and impact; however, each subsequent breach demonstrates a pattern of disregard for the Receiving Party's confidentiality obligations and compounds the damage to the Disclosing Party's creative works, business interests, and franchise universe. Both the Five Hundred Dollar ($500.00) amount for the first offense and the Ten Thousand Dollar ($10,000.00) amount for each subsequent offense represent reasonable estimates of the damages that would be suffered by Asher Scott due to such unauthorized disclosures, which damages would be difficult to calculate precisely. The Parties further acknowledge that these liquidated damages amounts are not intended as penalties but rather as genuine pre-estimates of the loss that would be incurred by the Disclosing Party at each tier. For purposes of this Section, each separate act of unauthorized disclosure, each separate occasion on which confidential information is disclosed, discussed, or communicated in violation of this Agreement, and each separate violation of Article 3 shall constitute a distinct "occurrence" or "offense." This tiered liquidated damages provision is in addition to, and not in lieu of, any other remedies available to the Disclosing Party, including injunctive relief, equitable remedies, and any other damages recoverable at law or in equity.

ARTICLE 10: NON-SOLICITATION AND NON-COMPETE

10.1 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months following its expiration or termination, the Receiving Party shall not, directly or indirectly, solicit, recruit, hire, or attempt to solicit, recruit, or hire any employee, contractor, consultant, or collaborator of Asher Scott who is or was involved in the Project and its associated franchise universe, without the prior written consent of the Disclosing Party.

10.2 Non-Compete. The Receiving Party shall not use any Confidential Information—including any creative, visual, audio, literary, or multimedia materials relating to the Project and its associated franchise universe—to develop, produce, market, distribute, or otherwise assist in the development of any project, product, or work that is substantially similar to, or that directly competes with, the Project, any project within "The Truth Behind the Darkness" franchise universe, or any derivative works thereof.

10.3 The Parties acknowledge that the restrictions set forth in this Article are reasonable in scope, duration, and geographic extent, and are necessary to protect the legitimate interests of the Disclosing Party with respect to the Project and its entire franchise universe.

ARTICLE 11: GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

11.2 Any dispute, claim, or controversy arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas. Each Party irrevocably consents to the personal jurisdiction of such courts and waives any objection to venue therein.

ARTICLE 12: SEVERABILITY

12.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the original intent of the Parties. The remaining provisions shall continue in full force and effect.

12.2 The invalidity or unenforceability of any provision in any particular jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

ARTICLE 13: ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof—including all Confidential Information relating to the Project and its associated franchise universe—and supersedes all prior and contemporaneous negotiations, discussions, representations, understandings, and agreements, whether written or oral, relating to such subject matter.

13.2 No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both Parties.

ARTICLE 14: WAIVER

14.1 The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce it at a later time.

14.2 No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. A waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

ARTICLE 15: ASSIGNMENT

15.1 The Receiving Party may not assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Disclosing Party. Any attempted assignment without such consent shall be null and void.

15.2 The Disclosing Party may assign this Agreement, in whole or in part, to any successor or assignee of the Project or any project within “The Truth Behind the Darkness” franchise universe without the consent of the Receiving Party.

15.3 This Agreement shall be binding upon and insure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement—covering the Project and its entire associated franchise universe—as of the Effective Date first written above.

DISCLOSING PARTY: Asher Scott **Signature** **Printed Name: Asher Scott** **Date**	**RECEIVING PARTY:** **Signature** **Printed Name** **Title / Company** **Date**

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